

☐ AMENDED

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE

In re: Sean Terrell Austin

Case No.

Debtors:

Chapter 13

CHAPTER 13 PLAN

ADDRESS: (1) 3565 Mynders Ave. #328 (2) _____
Memphis, TN 38111

PLAN PAYMENT:

Debtor(1) shall pay \$ 120.00 ☒ weekly, ☐ every two weeks, ☐ semi-monthly, or ☐ monthly, by:
☒ PAYROLL DEDUCTION From: Aerotek Inc Hanover, MD 21076 OR ☐ DIRECT PAY

Debtor(2) shall pay \$ _____ ☐ weekly, ☐ every two weeks, ☐ semi-monthly, or ☐ monthly, by:
☐ PAYROLL DEDUCTION From: _____ OR ☐ DIRECT PAY

1. THIS PLAN [Rule 3015.1 Notice]:

- (A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19] ☐ YES ☒ NO
(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8] ☒ YES ☐ NO
(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12]. ☐ YES ☒ NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: ☐ Included in Plan; OR ☒ Not included in Plan; Debtor(s) to provide proof of insurance at §341 meeting.

4. DOMESTIC SUPPORT:

Monthly Plan Payment: _____

None Paid by: ☐ Debtor(s) directly ☐ Wage Assignment, OR ☐ Trustee to:
ongoing payment begins \$ _____
Approximate arrearage: _____

5. PRIORITY CLAIMS:

-NONE- Amount \$ _____

6. HOME MORTGAGE CLAIMS: ☐ Paid directly by Debtor(s); OR ☐ Paid by Trustee to:

None ongoing payment begins \$ _____
Approximate arrearage: _____ Interest \$ _____

7. SECURED CLAIMS:

[Retain lien 11 U.S.C. §1325 (a)(5)] Value of Collateral: _____ Rate of Interest _____ Monthly Plan Payment: _____

8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:

[Retain lien 11 U.S.C. §1325 (a)] Value of Collateral: _____ Rate of Interest _____ Monthly Plan Payment: _____
Ally Financial 19,510.00 6.75 \$379.00

9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALY REASONABLE DISPOSAL OF COLLATERAL:

-NONE- Collateral: _____

10. SPECIAL CLASS UNSECURED CLAIMS:

	<u>Amount:</u>	<u>Rate of Interest</u>	<u>Monthly Plan Payment:</u>
<u>-NONE-</u>	_____	_____	\$ _____

11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:

None ☐ Not provided for **OR** ☐ General unsecured creditor

12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. §522(f):

-NONE-

13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.

14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \$4,927.00

15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:

☐ _____ %, OR,
☒ THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.

16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:

The Nine at Memphis: Debtor is current and will assume August 2019 ☒ Assumes **OR** ☐ Rejects.

17. COMPLETION: Plan shall be completed upon payment of the above, approximately 60 months.

18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.

19. NON-STANDARD PROVISION(S):

ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.

20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.

/s/ Brian M. Glass
Brian M. Glass 028136
Debtor(s)' Attorney Signature or Pro Se Debtor(s)' Signature(s)

Date July 11, 2019 .